

RECORDATION NO. 18443-JJ FILED

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036

SEP 21 '06

12:33 PM

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

September 21, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: CNW 1993-B

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Termination, Release of Lien and Bill of Sale, dated as of July 31, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease and Indenture (CNW 1993-B) previously filed with the Commission under Recordation Numbers 18443 and 18443-A, respectively.

The names and addresses of the parties to the enclosed document are:

Indenture Trustee: BNY Midwest Trust Company
209 W Jackson Boulevard
Suite 700
Chicago, IL 60606

Owner Trustee/
Lessor: U.S. Bank, National Association
225 Franklin Street
Boston, MA 02110

Mr. Vernon A. Williams
September 21, 2006
Page 2

A description of the railroad equipment covered by the enclosed document is:

4 freight cars: CNW 490030, CNW 490636, CNW 490708 and CNW 490819.

A short summary of the document to appear in the index is:

Lease Termination, Release of Lien and Bill of Sale.

Also enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script that reads "Edward M. Luria".

Edward M. Luria

RWA/sem
Enclosures

SEP 21 '06

12:33 PM

SURFACE TRANSPORTATION BOARD

(CNW 1993-B)

LEASE TERMINATION,
RELEASE OF LIEN
AND
BILL OF SALE

Dated as of July 31, 2006

Among

UNION PACIFIC RAILROAD COMPANY,

as Lessee

U. S. BANK, NATIONAL ASSOCIATION

not in its individual capacity except as otherwise expressly provided,
but solely as Owner Trustee/Lessor

and

BNY MIDWEST TRUST COMPANY,

as Indenture Trustee

THIS AGREEMENT SHALL BE FILED WITH THE SURFACE TRANSPORTATION BOARD AND DEPOSITED IN THE OFFICE OF THE REGISTRAR GENERAL OF CANADA AND, UPON SUCH FILING OR DEPOSIT, EACH OF THE DOCUMENTS DESCRIBED ON EXHIBIT B ATTACHED HERETO, AND THE INTERESTS OF THE PARTIES EVIDENCED THEREBY, SHALL BE TERMINATED OR RELEASED, AS THE CASE MAY BE, WITH RESPECT TO THE TERMINATED EQUIPMENT DESCRIBED ON EXHIBIT A ATTACHED HERETO.

THIS LEASE TERMINATION, RELEASE OF LIEN AND BILL OF SALE (this "Agreement"), dated as of July 31, 2006, among UNION PACIFIC RAILROAD COMPANY (successor to Chicago and North Western Transportation Company), a Delaware corporation (the "Lessee"), U. S. BANK, NATIONAL ASSOCIATION (successor to Shawmut Bank Connecticut, National Association), not in its individual capacity except as otherwise expressly provided, but solely as the Owner Trustee (the "Owner Trustee" or "Lessor") and BNY MIDWEST TRUST COMPANY (successor to Harris Trust and Savings Bank), an Illinois trust company, as Indenture Trustee (the "Indenture Trustee").

WITNESSETH

WHEREAS, the Lessee, the Lessor, and Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement (CNW 1993-B), the Lessor and the Lessee have heretofore entered into a Lease Agreement (CNW 1993-B) and the Indenture Trustee and the Owner Trustee have heretofore entered into a Trust Indenture and Security Agreement (CNW 1993-B), each dated as of October 14, 1993 (such documents referred to herein as the "Participation Agreement," the "Lease," and the "Indenture," respectively). (Capitalized terms used herein without definition shall have the respective meanings set forth in Appendix A to the Lease); and

WHEREAS, the five (5) Units set forth on Exhibit A attached hereto and incorporated herein by reference (the "Terminated Equipment") have suffered an Event of Loss and the Lessee has elected not to replace such Units and shall pay the Stipulated Loss Value and all other amounts required to be paid with respect to such Units under the Lease; and

WHEREAS, a pro rata portion of each applicable Equipment Note for the Terminated Equipment has been prepaid in accordance with the provisions of the agreements described above; and

WHEREAS, the Indenture provides for the transfer of all of the Indenture Trustee's right, title and interest in and to Terminated Equipment to the Owner Trustee and the release of the Terminated Equipment from the Lien of the Indenture, and the Lease provides for the termination of the Lease with respect to the Terminated Equipment and the transfer of the Lessor's right, title and interest in and to the Terminated Equipment to the Lessee, in each case upon payment by the Lessee of the Stipulated Loss Value and all other amounts payable applicable to the Terminated Equipment and necessary in order to effect a partial prepayment of the Equipment Notes related thereto.

NOW THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Lessee represents and warrants to the other parties hereto that the Terminated Equipment suffered an Event of Loss. The Owner Trustee and the Indenture Trustee waive the requirement under Section 9.2 of the Lease that the Lessee give notice of an Event of Loss within 30 days after a Responsible Officer has actual knowledge of such occurrence. This waiver is with respect to the Terminated Equipment only and shall not be construed as a waiver of the requirement for any future occurrences.

2. The Owner Trustee hereby requests that the Indenture Trustee release the Terminated Equipment from the Lien of the Indenture.

3. The Lien of the Indenture with respect to the Terminated Equipment is hereby released and canceled, and the Indenture Trustee does hereby grant, bargain, sell, transfer and convey unto the Owner Trustee all of its right, title and interest in and to the Terminated Equipment, free and clear of all liens, security interests and other encumbrances created in or retained by it under the Indenture, to have and to hold all and singular the Terminated Equipment unto the Owner Trustee, its successors and assigns forever.

4. The Lease is hereby terminated and canceled with respect to the Terminated Equipment, and the Lessor does hereby grant, bargain, sell, transfer and convey unto the Lessee, all of its right, title and interest in and to the Terminated Equipment, "as is, where is," free and clear of all right, title and interest of Lessor, or any Affiliate thereof, and Lessor's Liens, to have and to hold all and singular the Terminated Equipment unto the Lessee, its successors and assigns forever.

5. Except as amended hereby, the Lease and the Indenture are hereby confirmed and ratified and shall continue in full force and effect.

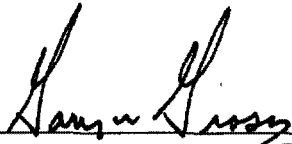
6. This document may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

7. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada and, upon such filing or deposit, each of the documents described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated or released, as the case may be, with respect to the Terminated Equipment.

Signatures appear on the following page.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.


UNION PACIFIC RAILROAD COMPANY,
as Lessee

By: 
Name: Gary W. Grosz
Title: Assistant Treasurer

U. S. BANK, NATIONAL ASSOCIATION,
not in its individual capacity except as otherwise expressly
provided, but solely as Owner Trustee, Lessor

By: _____
Name: _____
Title: _____

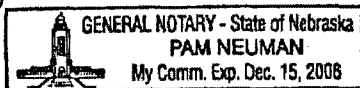
BNY MIDWEST TRUST COMPANY,
as Indenture Trustee

By: 
Name: D. G. DONOVAN
Title: VICE PRESIDENT

State of Nebraska)
)
County of Douglas) ss

On this _____ day of _____, 2006, before me, a notary public, personally appeared Gary W. Gross, to me personally known, who being by me duly sworn says that he is the Asst. Treasurer of UNION PACIFIC RAILROAD COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



Pam Neuman
Notary Public

My Commission Expires: 12-15-06

State of _____)
)
County of _____) ss

On this _____ day of _____, 2006, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he or she is the _____ of U. S. BANK, NATIONAL ASSOCIATION and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

My Commission Expires _____

State of Illinois)
)
County of Cook) ss

On this 5th day of September, 2006, before me, a notary public, personally appeared D.G. Donovan, to me personally known, who being by me duly sworn says that he or she is the Vice President of BNY MIDWEST TRUST COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



T. Mosterd
Notary Public

My Commission Expires 1/22/09

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

UNION PACIFIC RAILROAD COMPANY,
as Lessee

By: _____
Name: _____
Title: _____

U. S. BANK, NATIONAL ASSOCIATION,
not in its individual capacity except as otherwise expressly
provided, but solely as Owner Trustee, Lessor

By: Kathy L. Mitchell
Name: Kathy L. Mitchell
Title: Vice President

BNY MIDWEST TRUST COMPANY,
as Indenture Trustee

By: _____
Name: _____
Title: _____

State of Nebraska)
)
County of Douglas) ss

On this _____ day of _____, 2006, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he is the _____ of UNION PACIFIC RAILROAD COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

My Commission Expires:

State of Connecticut)
)
County of Hartford) ss

On this _____ day of _____, 2006, before me, a notary public, personally appeared Kathryn Mitchell, to me personally known, who being by me duly sworn says that he or she is the Vice President of U. S. BANK, NATIONAL ASSOCIATION and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Karen R. Felt
Notary Public

KAREN R. FELT
NOTARY PUBLIC

My Commission Expires 02/28/2009

State of _____)
)
County of _____) ss

On this _____ day of _____, 2006, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he or she is the _____ of BNY MIDWEST TRUST COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he or she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

My Commission Expires

Exhibit A

SCHEDULE OF TERMINATED EQUIPMENT

<u>Description</u>	<u>Quantity</u>	<u>Road Number</u>
Freight Car	1	CNW 437218
Freight Car	1	CNW 490030
Freight Car	1	CNW 490042
Freight Car	1	CNW 490708
Freight Car	1	CNW 490819

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

	<u>Description</u>	<u>Date Filed</u>	<u>Recordation Number</u>
(1)	Lease of Railroad Equipment (CNW 1993-B), dated October 14, 1993	October 21, 1993	18443
(2)	Trust Indenture and Security Agreement (CNW 1993-B), dated October 14, 1993	October 21, 1993	18443-A
(3)	Lease Supplement (CNW 1993-B) No. 2, dated December 30, 1993	December 28, 1993	18443-D
(4)	Indenture Supplement (CNW 1993-B) No. 2, dated December 30, 1993	December 28, 1993	18443-E
(5)	Lease Supplement (CNW 1993-B) No. 6, dated March 30, 1994	March 29, 1994	18443-S
(6)	Indenture Supplement (CNW 1993-B) No. 6, dated March 30, 1994	March 30, 1994	18443-T
(7)	Lease Supplement (CNW 1993-B) No. 7, dated April 29, 1994	April 28, 1994	18443-U
(8)	Indenture Supplement (CNW 1993-B) No. 7, dated April 29, 1994	April 28, 1994	18443-V

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

	<u>Description</u>	<u>Date Filed</u>	
(1)	Lease of Railroad Equipment (CNW 1993-B), dated October 14, 1993	October 22, 1993	4710
(2)	Trust Indenture and Security Agreement (CNW 1993-B), dated October 14, 1993	October 22, 1993	4709
(3)	Lease Supplement (CNW 1993-B) No. 2, dated December 30, 1993	December 30, 1993	4701
(4)	Indenture Supplement (CNW 1993-B) No. 2, dated December 30, 1993	December 30, 1993	4702
(5)	Lease Supplement (CNW 1993-B) No. 6, dated March 29, 1994	March 30, 1994	4731
(6)	Indenture Supplement (CNW 1993-B) No. 5, dated March 29, 1994	March 30, 1994	4732
(7)	Lease Supplement (CNW 1993-B) No. 7, dated April 29, 1994	April 28, 1994	4727
(8)	Indenture Supplement (CNW 1993-B) No. 7, dated April 29, 1994	April 28, 1994	4728



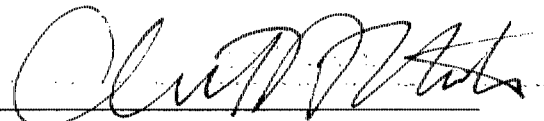
January 15, 2007

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear M. Williams:

It has come to our attention that Recordation No. 18443-JJ, filed with the Surface Transportation Board on September 21, 2006 at 12:33 p.m., includes an erroneous car number. Car Number CNW 490636 listed as a casualty in this filing should have been CNW 490042. By this letter, we are requesting that the records be corrected to show the correct car number.

UNION PACIFIC RAILROAD COMPANY
As Lessee

By: 

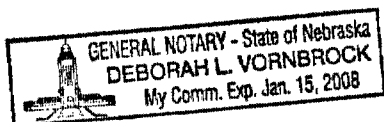
Name: Christine A. Neuharth

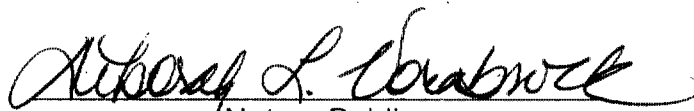
Title: General Corporate Attorney

State of Nebraska)
) ss
County of Douglas)

On this 15th day of January 2007, before me, a notary public, personally appeared Christine A. Neuharth, to me personally known, who being by me duly sworn says that she is the General Corporate Attorney of UNION PACIFIC RAILROAD COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

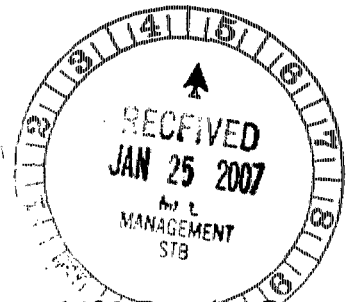



Notary Public

My Commission Expires: 1/15/08

Christine A. Neuharth
General Corporate Attorney

UNION PACIFIC CORPORATION
1400 Douglas St., Stop 1580, Omaha, NE 68179-1580
ph. (402) 544-4764 fx. (402) 501-0129
caneuhar@up.com

**UNION PACIFIC RAILROAD COMPANY
FACSIMILE TRANSMISSION**

Law Department
Mail Stop 1580

1400 Douglas Street
Omaha, NE 68179

Deliver to: Barbara Saddler

Co./Dept.: STB

Fax No.: 202/565-9004

Date: January 25, 2007

From: Chuck Saylor

Phone: (402) 544-4861

No. of Pages Transmitted 1 + Cover

COMMENTS: Barbara, attached is a replacement copy of Exhibit A associated with Recordation No. 18443-JJ, filed on September 21, 2006 at 12:33 p.m. The original Exhibit A indicated that car number CNW 490636 would be casualty on 7/30/06. In fact, the car that should have been casualty is number CNW 490042. As we discussed, you have agreed to substitute this Exhibit A and reflect car number CNW 490042 in your records. If you have any questions or need anything from me, please call at (402) 544-4861. Thanks.

ENTERED
Office of Proceedings
JAN 22 2007
Part of
Public Record

Transmitting From

Fax No. (402) 544-0127
(402) 544-0129

**IF YOU DO NOT RECEIVE ALL PAGES
CALL US AS SOON AS POSSIBLE
(402) 544-4861**

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